

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

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United States Court of Appeals for the
District of Columbia

APRIL TERM, 1940.

No. 7663

620

EMILY R. MORAN, APPELLANT,

vs.

HOWARD MORAN.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF COLUMBIA.

FILED APRIL 19, 1940

PRINTED MAY 23, 1940

United States Court of Appeals for the District of Columbia

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vs.

HOWARD MORAN, APPELLEE.

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United States Court of Appeals for the District of Columbia

A. District Court of the United States for the
District of Columbia

Civil Action No. 1821

EMILY R. MORAN, *Plaintiff*,

vs.

HOWARD MORAN, *Defendant*.

UNITED STATES OF AMERICA,
District of Columbia, ss:

BE IT REMEMBERED, that in the District Court of the
United States for the District of Columbia, at the
City of Washington, in said District, at the times
herein after mentioned, the following papers were
filed and proceedings had, in the above-entitled
cause, to wit:

1 In the United States District Court for the
District of Columbia

Civil Action No. 1821.

EMILY R. MORAN, 2000 Connecticut Avenue, Washing-
ton, D. C., *Plaintiff*,

vs.

HOWARD MORAN, Wardman Park Hotel, Washington,
D. C., *Defendant*.

Memorandum

February 24-1939.

Complaint for Divorce—filed.

Decree for Absolute Divorce

Filed March 14 1939

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This action came on to be heard at this term and thereupon, upon consideration thereof, it is by the Court this 14th day of Meh, 1939,

ADJUDGED, ORDERED AND DECREED:

1. That the plaintiff, Emily R. Moran, be, and she hereby is, granted a decree of absolute divorce from the defendant, Howard Moran, dissolving the bonds of matrimony heretofore existing between said parties, the divorce being granted upon the grounds of voluntary separation from bed and board without cohabitation for a period of five consecutive years next prior to the filing of the petition in this cause.

2. That the plaintiff, Emily R. Moran, shall have custody of Howard Moran, Jr., minor child of the parties hereto, during his minority, with the right and privilege, however, to the defendant, Howard Moran, to have the said
2 minor child in his custody for a reasonable period of not to exceed two days in each calendar month and with the further right and privilege to have the custody of the said minor for an additional continuous period of not to exceed two weeks in each calendar year during the months of June, July, and August, said period of two weeks to be reasonably arranged by the parties hereto and their counsel.

3. That the defendant, Howard Moran, shall pay to the plaintiff, Emily R. Moran, the sum of \$433.34 per month, payable in semi-monthly installments of \$216.67 on the 1st and 15th days of each calendar month, commencing March 15, 1939, as permanent alimony for the care, support and maintenance of plaintiff and the aforesaid minor child, and the education of the said minor child, Howard Moran, Jr.; provided that said payments of alimony shall cease and end in the event of the remarriage of the plaintiff, Emily R. Moran, or upon the death of the defendant, Howard Moran, should he predecease the plaintiff; that of said monthly sums of \$433.34, said defendant Howard Moran shall pay monthly \$50.00 of said sum directly to R. H. McNeill, Esq., Attorney of record of said Emily R. Moran, for

a period of thirty months, on account of the legal services rendered said Emily R. Moran in this cause, said payments to said McNeill and his receipts therefor to inure to the credit of the said Howard Moran to the same extent as though paid directly to said Emily R. Moran.

4. That in the event the defendant, Howard Moran, shall predecease the plaintiff, and said plaintiff shall remain unmarried, the plaintiff, Emily R. Moran, shall retain her right of dower in the estate of the defendant, Howard Moran, in the same manner and to the same extent as though this decree were not passed.

3 5. That the separation agreement dated to wit: February 23, 1934, a copy of which is annexed to the complaint in this cause and marked Exhibit A, is hereby terminated and cancelled.

6. This decree shall not be effective to dissolve said marriage between plaintiff and defendant until the expiration of the time allowed for taking an appeal, nor until the final disposition of any appeal taken, and, further that in no event shall this decree be absolute and take effect until the expiration of six months after the date hereof.

7. The Court hereby retains jurisdiction of this cause for the entry of any future orders regarding the custody of the minor child of the parties hereto and as to the amount of alimony herein decreed or hereafter to be decreed for the support of the plaintiff and said minor child, Howard Moran, Jr.

DANIEL W. O'DONOGHUE
Justice.

We consent:

R. H. McNEILL
Atty for Plff

T. F. BURKE,
Atty for Dft

Motion to Reopen, &c.

Filed December 27 1939

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Comes now Emily R. Moran, the Plaintiff in the above-entitled cause, by her counsel, Patrick J. Taft, and in accordance with the powers and jurisdiction retained by this Honorable Court by virtue of the provisions of Paragraph seven of the decree heretofore entered in said cause, on, to wit, the 14th day of March, 1939, for the entry of any future orders regarding the custody of the minor child of the parties hereto and as to the amount of alimony herein decreed or hereinafter to be decreed for the support of the plaintiff and said minor child, moves the Court to reopen said cause for the following reasons:

Because the amount of alimony heretofore granted and awarded the Plaintiff by said decree, is inadequate and insufficient for the proper support of the Plaintiff, and for the support, maintenance, and education of Howard Moran, Jr., the minor child of the parties hereto.

Because at the time of the entry of the decree aforesaid, the Plaintiff was indebted to various persons, firms, and corporations, and has, since the entry of said decree become further indebted for necessary living expenses and the maintenance and support of the Plaintiff and the minor child of the parties hereto; that said indebtedness has now reached a large and substantial sum which the Plaintiff is unable to pay and that her indebtedness is increasing; that the Plaintiff has no means of support and has no income other than the alimony provided under the decree aforesaid; that she cannot pay the debts that have accrued and will accrue and support herself and minor child of the parties hereto, in the manner in which she has been accustomed to live as the wife of the defendant.

Because the defendant is unencumbered, while the Plaintiff must support herself and provide for the support, maintenance and education of the minor child of the parties hereto with the alimony heretofore decreed and awarded the Plaintiff; that the amount of alimony awarded by the decree aforesaid is but a small portion of the income of the defendant; that it is not commensurate with the amount the defendant can pay, and should pay the Plaintiff

for the support of herself and the support and maintenance of the minor child of the parties hereto.

Because said decree provides that the alimony awarded the Plaintiff shall cease upon the death of the defendant, Howard Moran, should he pre-decease the Plaintiff; that there is no provision in said decree for the maintenance and support of the Plaintiff, should the defendant predecease the Plaintiff and in which event she would be without support upon the death of the defendant.

Because the support, maintenance and education of the minor child of the parties hereto is contingent upon the life of the decree awarding alimony to the Plaintiff, and should the defendant predecease the Plaintiff the minor child would be deprived of the support he derives from the alimony decreed the Plaintiff.

WHEREFORE, the premises considered, the Plaintiff moves the Court to reopen said cause and award an increase in the amount of alimony heretofore decreed, that will be commensurate with the needs of the Plaintiff.

That the decree heretofore awarded and entered in said cause be so amended that a definite and suitable provision be made for the support and maintenance of the Plaintiff during her life, and that a definite and suitable provision be made for the support, maintenance and education of the minor child of the parties hereto until said minor child shall have attained the age of twenty-one years.

EMILY R. MORAN

PATRICK J TAFT

Attorney for Plaintiff.

7 *Answer of Defendant Howard Moran to
Motion to Re-Open, &c.*

Filed January 4-1940

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The defendant Howard Moran, for Answer to the Motion of Plaintiff Emily R. Moran to re-open this cause, and in opposition thereto, says:

1. On March 14, 1939, a final decree was entered in this cause granting Plaintiff an absolute divorce from the De-

fendant upon the grounds of voluntary separation from bed and board without cohabitation for a period of five consecutive years. This decree provided that the Plaintiff should have custody of Howard Moran, Jr., born August 1, 1927, child of the parties hereto, during his minority, with the right to the Defendant to have the child in his custody for reasonable periods as set out in the decree. The decree further provided that the Defendant should pay to the Plaintiff the sum of \$433.34 per month, payable in semi-monthly installments of \$216.67 on the first and fifteenth days of each calendar month, commencing March 15, 1939, as permanent alimony for the support and maintenance of Plaintiff, and the minor child, and the education of the minor; the decree further providing that payments of alimony should cease in the event of the re-marriage of Plaintiff, or upon the death of the Defendant, should he predecease the Plaintiff; that of said monthly sum of \$433.34, \$50.00 should be paid directly to Robert H. McNeill, Esq., attorney of said Emily R. Moran, for a period of thirty months on account of legal services rendered to her in said cause. The decree further provided that if the Defendant should predecease the Plaintiff and the Plaintiff should remain unmarried, *the Plaintiff Emily R. Moran should retain her right of dower in the estate of the Defendant in the same manner as though the decree of divorce were not passed.* The decree also provided that a sep-

8 aration agreement between Plaintiff and Defendant dated February 23, 1934, a copy of which was annexed to the Complaint, was terminated and cancelled. This separation agreement provided for the custody of the minor child of the parties and for the payment of \$350.00 per month to the Plaintiff herein for the support and maintenance of herself and said minor child.

2. In the divorce proceeding herein, the Plaintiff was represented by competent counsel, and the final decree, entered less than ten months ago, fixing the amount of permanent alimony to the Plaintiff was consented to by her counsel, with the full approval of the Plaintiff as to the amount of alimony and all of the other provisions of the decree; and Defendant respectfully submits to the Court that the present petition of Plaintiff sets out no facts showing any substantial change, or any change, in the circum-

stances of the parties hereto requiring a modification of the decree in any respect.

3. Defendant further says that since the entry of the final decree of divorce in this cause the Plaintiff has resided in many places, within and without the District of Columbia, and among such places to which she has requested that alimony checks be mailed, and to which checks have been mailed, during said period are the following:

2000 Connecticut Ave., Apartment 403, Washington, D. C.;

June 23, 1939—Colonial Beach, Virginia;

August 22, 1939—2000 Connecticut Avenue, Washington, D. C.;

September 6, 1939—116 South Raleigh Avenue, Atlantic City, New Jersey;

October 8, 1939—103 North Newport Avenue, Atlantic City, New Jersey;

October 27, 1939—4936 Walnut Street, West Philadelphia, Pennsylvania;

November 2, 1939—Walnut Park Plaza, Walnut at 63d Street, Philadelphia, Pennsylvania;

November 28, 1939—Roosevelt Hotel, Washington, D. C.;

December 14, 1939—4801 Connecticut Ave., N.W., Washington, D. C.

9 Defendant further says that prior to the filing of the bill for divorce in this cause the Plaintiff continually harassed the Defendant by repeatedly consulting counsel to make money demands against the Defendant and for a divorce and alimony, the Plaintiff having consulted prior to the filing of the bill herein by her then counsel, Robert H. McNeill, the following members of the Bar of this Court, among others, and notwithstanding the existence of the separation agreement between the parties hereinbefore referred to, and the faithful observance by the Defendant of all of his obligations thereunder, including payments to the Plaintiff for her maintenance and support and that of the minor child of the parties; namely,

Lucian Vandoren, Esq., (now deceased);

Joseph A. Rafferty, Esq.;

Michael M. Colbert, Esq.,

William R. Lichtenburg, Esq.;

Nugent Dodds, Esq.;

Joseph P. Tumulty, Esq.;

John Wattawa, Esq.;

William Charlton, Esq., Guaranty Trust Bldg., Atlantic City, New Jersey;

William E. Leahy, Esq.

Defendant further says that the Plaintiff is the second wife of the Defendant, and that he is now and has been for many years voluntarily contributing to the support of two children by a former marriage and the families of said children, both of whom are married, and in very moderate circumstances, and that the amount of alimony awarded Plaintiff in the final decree in this cause represents a fair and reasonable amount of alimony for the support and maintenance of the Plaintiff and the minor child of the parties hereto.

4. Defendant further says that by reason of the continual changing of address and moving about by the Plaintiff that the minor child of the parties hereto, Howard Moran, Jr., has received and is receiving irregular and inadequate schooling to the detriment of the education and welfare of said minor child, now twelve years of age; and petitioner is informed and believes and avers that there is no record of said child's attending any schools in the District of Columbia from the date of the final decree in this cause until December 5, 1939, when said child was entered in the fourth grade at the Murch Public School, 36th and Ellicott Streets, N.W.

Defendant further states that he is willing and desirous to have the custody of the minor child of the parties hereto, and asks the Court that the custody of said child be awarded to him in order that said child may receive proper and regular instruction in schools, and for the best interests of said child, with the right to the Plaintiff to have the custody of said minor child for certain periods only which will not interfere with his schooling and health.

Wherefore, the defendant prays:

1. That the Motion of the Plaintiff herein filed be dismissed and that the final decree of this Court of March 14, 1939, remain in full force and effect and unchanged; except as to the custody of the minor child of the parties hereto.

2. That, for the best interests of said child, the Court award the permanent custody of Howard Moran, Jr., minor

child of the parties hereto, to the Defendant Howard Moran during his minority, with the right and privilege, however, to the Plaintiff to have said minor child in her custody for reasonable periods which will not interfere with the education and health of said minor.

3. That Defendant be awarded a reasonable counsel fee herein by reason of the unjustified filing of the Motion of the Plaintiff to re-open this cause, said fee to be paid by regular monthly deductions from the amount of alimony awarded to the Plaintiff by the final decree of March 14, 1939, in this cause.

THOMAS F. BURKE
Attorney for Defendant.

HOWARD MORAN

11 *Order Overruling Motion to Reopen Cause*

Filed January 12 1940

* * *

Upon consideration of the Motion of the Plaintiff to re-open this cause and for other relief, heretofore filed herein, and the Answer of the Defendant thereto, and after argument of counsel, it is by the Court, this 12th day of January, 1940,

ORDERED, That said Motion be and the same hereby is dismissed.

F. DICKINSON LETTS
Justice

12 *Motion to Re-Open Purported Consent Decree*

Filed January 19 1940

* * *

Comes now Emily R. Moran, the Plaintiff in the above-entitled cause, by her counsel, Patrick J. Taft, and respectfully petitions this honorable Court to re-open the purported consent decree in the above cause, and in support of the said petition submits as follows:

1. That Paragraphs 3, 4, and 5 of the said purported decree, providing for the payment of alimony to the Plain-

tiff and conditioning the amount of said alimony and the method of such payment, was entered without the knowledge and consent of the Plaintiff herein.

2. That, on March 14, 1939, the said purported decree was entered as of record; and, that the first knowledge had by the Plaintiff of the said purported decree and its entry was furnished her in an oral statement from her then counsel in the matter, Mr. Robert H. McNeill, to the effect that a decree had been entered in this cause under which the Court ordered the Defendant, Howard Moran, to make monthly contributions in the sum named in the decree to the Plaintiff as alimony.

3. That the Plaintiff thereupon requested a copy of the said decree from McNeill but was advised by McNeill that a copy of the decree was not available; and, that, when the Plaintiff protested to McNeill his having allowed the said decree to be entered without previously consulting with the Plaintiff and obtaining her consent thereto, McNeill stated to the Plaintiff that the Court itself was responsible for the establishing of the conditions of the decree and that it would have served no purpose for him to have consulted the Plaintiff in the matter or to have obtained her consent and approval prior to the entering of the decree.

13 4. That, on or about March 14, 1939, the Plaintiff requested of McNeill that he take the necessary legal steps to provide that a new decree be entered by the Court, more in consonance with the Plaintiff's rights and the ability of the Defendant within his means to provide properly and in an equitable manner for the Plaintiff and her minor child, Howard Moran, Jr.; and, that, on numerous occasions thereafter the Plaintiff made known to McNeill her objections to the entry of the decree and continued her requests that McNeill take the necessary legal steps to protect the rights of the Plaintiff and her minor child, Howard Moran, Jr.; and, despite which, McNeill failed to carry out the requests of the Plaintiff up to and including the date of the filing of the motion herein.

5. That, the Court was not informed of the true facts before entry of the said decree and the decree was therefore entered by mistake; and, that, the provisions in Paragraphs 3, 4, and 5, inclusive, of the said decree are inequitable in that they fail to provide for adequate protec-

tion of the interests of the Plaintiff and the minor child, Howard Moran, Jr.

6. That, the decree as entered fails to adequately provide for protection of the interests of the Plaintiff and the minor child, Howard Moran, Jr., for the reason that, prior to the entry of the decree, and at the time of the entry thereof, the Plaintiff was faced by conditions and circumstances which were not then made known to the Court, and which conditions and circumstances were not then considered in the making and entry of the said decree, and that the said conditions and circumstances have continued unabated since the entry of the decree and have not and will not be abated by the decree as now entered.

7. In support of the above, there is attached hereto the Affidavit of the Plaintiff to the matters hereinbefore
14 set forth, marked "Exhibit A", by which reference it is designated and is made a part of the record in this cause, and which Affidavit more fully sets forth the matters hereinbefore stated.

WHEREFORE, the premises considered, the Plaintiff moves this Honorable Court to re-open the said purported consent decree, under authority of the provisions of Paragraph 7 of the said decree, to inquire into the matters hereinbefore set forth as to the conditions and circumstances under which the said decree was made and entered, and to do and receive what shall then and there be considered and adjudged by this Honorable Court in this matter.

EMILY R. MORAN

PATRICK J. TAFT

Attorney for Plaintiff.

Exhibit "A"

Plaintiff's Affidavit in Support of the Above Entitled Motion

Filed January 19 1940

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DISTRICT OF COLUMBIA, ss:

Emily R. Moran, of lawful age, being duly sworn according to law, deposes and says, that she is the Plaintiff in the above-entitled cause.

Affiant further deposes and says; that, prior to the entry of the decree in this cause and at the time of the entry thereof, that she had no knowledge of the provisions of the same, that, she had not been consulted by her then counsel, Robert H. McNeill, concerning the same; that, on numerous occasions, she requested the said McNeill to give her full details of the contents of the decree and to furnish affiant with a copy of the same; that, she first made such objection and request to the said McNeill on or about March 14, 1939; and, that her objections and requests thereafter were made to the said McNeill on each and every occasion of receipt by her of payments of alimony under the said decree; and, at all times since the entry of the said decree affiant has protested the said entry and has accepted, under protest, payments made to her in the form of alimony under the said decree; and, further, that at no time since the entry of the decree, March 14, 1939, has the said McNeill acceded to the request of affiant to take the necessary legal steps to provide for the entry of a more equitable decree; and, whereas, the said McNeill stated to affiant that, under the terms of the decree, he was to continue as her attorney for a period of 30 months from the date of the entry of the decree, and that provisions for payment of a fee to him for acting as her counsel, aforesaid, were established by the Court and made a part of the decree.

And, further, affiant sayeth naught.

EMILY R. MORAN

Subscribed in my presence and sworn to before me this 17 day of January, 1940.

EVA C. RUFF

Notary Public (Seal)

My Commission Expires March 31, 1941.

16 *Answer of Defendant Howard Moran to
Motion to Reopen, &c.*

Filed January 23 1940

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The Defendant, Howard Moran, for Answer to the Motion of the Plaintiff to reopen this cause and to change the final decree entered herein on March 14, 1939, says:

1. On December 26, 1939, the Plaintiff filed a motion herein to reopen this cause and for an increase of alimony; and said motion was overruled by this court on January 12, 1940.

2. The present motion is for the same purpose as the motion denied January 12, 1940, namely, for an increase in alimony.

3. This defendant is without knowledge as to the averments of the present petition, which have to do with matters between the Plaintiff and her attorney in the divorce proceeding, which resulted in the final decree of absolute divorce, dated March 14, 1939, awarding permanent alimony to Plaintiff; except that Defendant says that Plaintiff was present in court when said decree was signed; and Defendant further says that all checks in payment of alimony made by him as required by said decree have been accepted and cashed by Plaintiff without any protest or objection whatever to the knowledge of Defendant.

WHEREFORE, Defendant prays that said Motion be overruled.

HOWARD MORAN

DISTRICT OF COLUMBIA, ss:

Howard Moran, being first duly sworn, deposes and says that he has read the foregoing Answer by him subscribed and knows the contents thereof, and that he
17 verily believes the facts therein stated to be true.

HOWARD MORAN

Subscribed and sworn to before me this 23rd day of January, 1940.

HARRY G. MULLER

(Seal)

Notary Public, D. C.

My Commission Expires March 14, 1944.

THOMAS F. BURKE

Attorney for Defendant

18

Memorandum

Filed February 1-1940

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On March 14, 1939 plaintiff obtained a decree of divorce from the defendant wherein it was provided that the de-

fendant should pay the plaintiff alimony, for her support and of the minor child given into her custody, in the sum of \$433.34 per month.

Plaintiff now seeks to reopen the case for the purpose of gaining an increase in alimony awarded. She shows no change in the circumstances of the parties and states no valid ground for her motion unless it be found in paragraph five of her motion wherein she says the decree was entered by mistake. Elsewhere in her motion she asserts that she was without knowledge of the provisions of the decree and that she has accepted the monthly payments of alimony under protest.

Defendant in opposing plaintiff's motion to reopen the case says under oath that plaintiff was present in court when the decree was signed. Such allegation is not denied by plaintiff and is deemed sufficient to overcome her allegations that she had no knowledge of the provisions of the decree of which she now complains.

Furthermore her claim for relief upon the allegation that the decree was entered by mistake is unavailing since she does not present a case which meets the requirements of Rule 60(b) of the Federal Rules of Civil Procedure. The rule provides that the motion shall be made within a reasonable time, but in no case exceeding six months after the judgment was taken. As mentioned, the decree was entered on March 14, 1939 and plaintiff first moved to reopen the case on December 27, 1939 and later by filing on January 19, 1940 the motion now under consideration.

19 Plaintiff's motion to reopen purported consent decree is overruled.

F. DICKINSON LETTS

Justice

February 1, 1940

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Order

Filed February 26 1940

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This case came on to be heard on the 26th day of January, 1940, on motion of the Plaintiff to reopen a purported consent decree, and the Court, having heard arguments by

counsel for Plaintiff and counsel for Defendant and being fully advised, it is

ORDERED, that the motion of the Plaintiff be and the same is hereby overruled.

This 26th day of February 1940.

F. DICKINSON LETTS

Justice.

21

Notice of Appeal

Filed March 13 1940

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Notice is hereby given this 13th day of March, 1940, that Emily R. Moran, plaintiff, hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 26th day of February, 1940 in favor of Howard Moran, Defendant against said Emily R. Moran, Plaintiff

PATRICK J. TAFT

Attorney for Emily R. Moran Plaintiff.

22

Assignment of Errors

Filed March 15 1940

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The Court erred in dismissing the Motion of the Plaintiff, as follows:

1. Said Motion of the Plaintiff was supported by Affidavit of the Plaintiff, attached thereto and made a part of said Motion, that Plaintiff did not consent or otherwise agree to the purported consent decree, awarding alimony to the Plaintiff.

2. The matters set forth in the Motion of the Plaintiff, and the Affidavit attached thereto, raised issues of fact with respect to the denial of the Plaintiff that she consented to the purported consent decree awarding alimony, and which the Defendant failed to answer, and as to which no testimony was taken by the Court before it rendered its Judgment and Order.

3. The Judgment and Order of the Court was contrary to, and in violation of the Rules of Civil Procedure for the District Courts of the United States, and specifically, of Rule 9(b) of said Rules, on which Rule Plaintiff's Motion was grounded, and, more specifically, of Rule 60(b), of said Rules, on which the Court grounded its Judgment and Order.

4. And for other reasons appearing in the record.

PATRICK J. TAFT

Attorney for Appellant.

Memorandum

March 21-1940.

Cost bond on appeal (\$250.) filed.

23

Designation of Record

Filed March 15 1940

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The Clerk will please prepare a transcript of record on appeal and will include therein the following:

1. Original Decree, entered March 14, 1939.
2. Motion to Reopen Purported Consent Decree, with Affidavit attached, entered January 19, 1940.
3. Answer of Defendant, entered January 23, 1940.
4. Judgment of the Court, entered February 1, 1940.
5. Order of the Court, entered February 26, 1940.
6. Notice of Appeal, entered March 13, 1940.

PATRICK J. TAFT

Attorney for Plaintiff.

Copy of this Designation of Record mailed to Thomas F. Burke, Attorney for Defendant, 1003 Woodward Building, Washington, D. C., March 14, 1940, postage prepaid.

PATRICK J. TAFT

Attorney for Plaintiff.

24 *Defendant's Additional Designation of
Record.*

Filed March 15 1940

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To the Clerk of the District Court of the United States for
the District of Columbia:

The Clerk will please include in the transcript of record
on appeal the following:

1. Plaintiff's "Motion to re-open the above entitled cause
to award an increase of alimony and decree a definite
provision for support of minor child and Plaintiff", filed
December 27, 1939.

2. "Answer of Defendant Howard Moran to motion to
reopen the above-entitled cause, etc.", filed January 4, 1940.

3. "Order overruling motion to re-open cause", dated
and filed January 12, 1940.

4. This Designation.

THOMAS F. BURKE

Attorney for Defendant.

Copy of foregoing Defendant's Additional Designation
of Record mailed to Patrick J. Taft, Attorney for Plaintiff,
Carpenters Building, Washington, D. C., postage prepaid,
March 15, 1940.

THOMAS F. BURKE

*Attorney for Defendant.*25 District Court of the United States for the
District of Columbia

UNITED STATES OF AMERICA,
District of Columbia, ss:

I, CHARLES E. STEWART, Clerk of the District Court
of the United States for the District of Columbia, hereby
certify the foregoing pages numbered from 1 to 24, both
inclusive, to be a true and correct transcript of the record,
according to directions of counsel herein filed, copies of
which are made part of this transcript, in cause No. 1821,
Civil Action, wherein Emily R. Moran is Plaintiff and

Howard Moran is Defendant, as the same remains upon the files and of record in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, in said District, this 12th day of April, 1940.

C. E. STEWART,

(Seal)

Clerk.

Endorsed on Cover: No. 7663. Emily R. Moran, Appellant, vs. Howard Moran. United States Court of Appeals for the District of Columbia. Filed Apr 19 1940 Joseph W. Stewart, Clerk.

